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THE
P E T I T I O N
OF

Mess. ROBERT SCOTT-MONCRIEFF and DAVID DALE,
Cashiers for the ROYAL BANK of Scotland at Glasgow,
and of WILLIAM SIMPSON, Esq; Cashier of the said
Bank at Edinburgh.

THE
PETITION

OF

M. E. ROBERT SCOTT MONCRIEFF and DAVID DALL
Clerks for the Royal Bank of Scotland (Limited)
and of WILLIAM SIMPSON, Esq. Clerk of the said
Bank in Edinburgh.

DECEMBER 2. 1794.

PET. *Cashiers of Royal Bank,*

Against

Inner-House Interlocutor.

John Anderson, W. S. Agent.
M.

UNTO THE RIGHT HONOURABLE,
The Lords of Council and Session,

THE
P E T I T I O N
O F

Mess. ROBERT SCOTT-MONCRIEFF and DAVID DALE, Cashiers for the ROYAL BANK of Scotland at Glasgow, and of WILLIAM SIMPSON, Esq; Cashier of the said Bank at Edinburgh,

HUMBLY SHEWETH,

THAT the petitioners are to submit to the review of your Lordships, an interlocutor pronounced in an action at their instance against Mess. Dunlop, Houston, Gammill, and Company, bankers in Greenock, which it is not doubted, both on account of the extent of the sum claimed, and of the importance of the case in point of precedent, will be esteemed well deserving of reconsideration. The sum claimed is L. 9182, 16s. 11d. as on the 25th March 1793, being the amount of the differences of sundry exchanges of Greenock bank-notes, delivered at Glasgow by the petitioners to Mr James Dunlop, the agent of the defenders, beyond the amount of Royal-Bank notes delivered to the petitioners by him on their account: a sum which, large as it is, did not exceed the frequent result of these exchanges for a single week; And the question before your Lordships is, *1mo*, Whether the petitioners were entitled to place this

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sum of difference to the debit of the Greenock Banking-company? because they did so in consequence of an agreement with James Dunlop, in his character of agent for the defenders, instead, as formerly, of taking the bill of Mr Dunlop as an individual, payable in Edinburgh, at one day's date, although that mode too of settling these differences had been arranged by an agreement to that effect, concluded with Mr Dunlop in his character of agent? Or *2do*, If a doubt was entertained of Mr Dunlop's powers to conclude such an agreement, whether, under all the circumstances of this case, the Greenock Banking-company must not be held to be barred from disputing the arrangement in question?

As the case has been before your Lordships so recently upon very elaborate papers, it is not supposed to be necessary to trouble your Lordships with reciting the whole correspondence in the present application; nor can the petitioners think of doing so, although it should subject them to the mortification of seeing renewed, in answers for the defenders, a miserable attempt, by printing single words in Italicks, to lead the Court into a belief, that the arrangement in question was intended to be made with Mr Dunlop as an individual, and not as representing the Greenock Banking-company. Such attempts, when made before men of ability and candour, can tend only to discredit the cause that had recourse to them, by betraying a consciousness of its hollowness. If the inference be harsh, the defenders should avoid deserving it; for most certainly there is nothing more apparent, not only from the tenor of the correspondence, but from the nature of the business, that the petitioners could not possibly have in view any thing by the arrangement in question but a Bank-transaction, in which both Banks were to be concerned, and they only, though the defenders were to act through the agency of a single person, whose name of course came in private familiar correspondence, to be frequently substituted for that of his constituents; his accommodation, his convenience, being spoke of in the same sense as his notes and his exchanges. The petitioners, therefore, will endeavour to confine their statement to what they esteem requisite for bringing under your Lordships eye the great lines of the cause; and will not suffer themselves to be diverted from their object, in order to take precautions against any bye attempts, to which their antagonists may chuse to have recourse.

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In the year 1785, the Company of Dunlop, Houston, Gammill, and Company, bankers in Greenock, began business. Mr Dunlop of Garnkirk was the gentleman whose name stood foremost in the firm; and the extent of his property and credit, and his reputation for singular information, attention, and discernment in trade, it will not be denied, gave much lustre and consequence to the new establishment. The conditions of their contract of copartnery were not known; but it was understood that Mr Gammill took an immediate and principal management at Greenock, and that Mr Dunlop did the same at Glasgow, where it was impossible to doubt but that a great deal of business must be transacted on account of the Company, Glasgow being the natural centre of west country transactions.

Of this date the petitioner Mr Scott Moncrieff had the following letter from Mr James Miller, cashier to the defenders at Greenock: *Greenock, 28th July 1785.* Scott Moncrieff, Esq; Exhibits, p. 1. A.

' Sir, Mess. Dunlop, Houston, Gammill, and Company, having
' opened a bank here, and appointed me their cashier, I have to
' inform you, that Mr James Dunlop of Garnkirk will exchange
' with you regularly once a-week what of this Company's notes
' may come into your hands; and on your advising me what day
' of the week is most convenient for you to exchange notes, I
' shall give Mr Dunlop notice thereof. I am, &c. (Signed)
' JAMES MILLAR.'

In this letter no method is pointed out for settling the differences; that therefore must be considered as having been left entirely to be adjusted with the gentleman to whom the defenders had thus given credentials. And though, in their answers, the petitioners pointed out a method of settlement, that reached only to a certain extent, and surely did not narrow the confidence indicated by the original communication. The answer is in these words.

' *Royal Bank office, Glasgow, 1st August 1785.* Sir, We duly received your favour of 28th past, and, agreeable to your proposal, we shall make a weekly exchange of notes with your Company, and give or take a bill on Edinburgh at one day's date for the balance, as is our practice with the other Banks here. If not attended with any inconveniency to you, we would propose to make the exchange on the Tuesday mornings at eight o'clock, when we settle with the other Banks. Of this you will be pleased to acquaint Mr Dunlop. We are, &c. (Signed) SCOTT-MONCRIEFF and DALE.' Exhibits, p. 1. D.

No reply was made to this letter; and it is a material fact for your Lordships observation, that during nearly eight years ensuing, the requisite communications between the petitioners and defenders were carried on through the medium of Mr Dunlop. Being once invested with the character of agent for the defenders in transacting with the petitioners, he would, though he had been merely an ordinary agent, have been reckoned a most unsuspected channel of correspondence. But being, as he was, not only agent for the defenders with the petitioners, but the foremost name in the firm, and, as it is now admitted, a sharer of one-fourth of their capital, and the manager of their affairs at Glasgow in general, making their payments, purchasing and discounting bills; it would have been a species of affront to the defenders house, and, without doubt, would have been resented accordingly, had the petitioners attempted to communicate with them by any mode that implied a distrust in Mr Dunlop exercising with propriety the functions they had committed to him, the first of which certainly is a fair communication of company-business.

Your Lordships accordingly find, that transactions of consequence between the parties were arranged in this manner by Mr Dunlop's intervention, without any correspondence in writing formally addressed by the one company to the other. The first of these took place immediately on the commencement of Mr Dunlop's functions, viz. fixing the sort of value that was paid to the petitioners for the differences at exchanging the notes of the two companies. These differences proved invariably, or nearly so, to be in favour of the Royal Bank; and Mr Dunlop paid them, by a draught on the house of Sir William Forbes and Company at Edinburgh, at one day's date, which draught, when paid, was placed by that house to the debit of Mr Dunlop's private account with them, and did not appear in the account which they kept with the defenders as in company, and in which their different transactions for behoof of the company were entered, and upon which they charged a certain commission. Here, therefore, it will be observed, that the defenders, for a long course of years, authorise the differences upon exchange with the petitioners to be settled by means of the private paper of Mr Dunlop, the amount of which they had no official opportunity of seeing, as Mr Dunlop's private account with Sir William Forbes and Company could never come through the hands of the defenders in company; and by

by not seeing the amount of these draughts, it is plain, that they had nothing but Mr Dunlop's own word for it, in order to inform them of the amount of Greenock Bank notes received by him at each exchange from the petitioners. They might know what was the amount of Royal Bank notes they sent up to him; but unless they knew the amount of the draughts he gave for the differences, they had no possible check upon any information he might give them as to the amount of Greenock notes he received from the petitioners; so that, by concealing part of what he received, a very large sum of Greenock notes might have accumulated in his hands without the knowledge of the defenders: and at the same time it is admitted, and indeed could not have been denied, that the defenders, as a company, would have been answerable for the sufficiency of the paper given by Mr Dunlop in payment of the differences, as to which there was always a perpetual risk current; for one bill continually succeeded another: And as it is not the custom ever to present a bill for acceptance that is payable at one day's date, it is plain, that if Mr Dunlop had failed betwixt the date of the draught and the presentment of it, on the last day of grace, for payment, Sir William Forbes and Company would not have paid it; but the defenders would have had to pay it as a company-transaction, resulting from an exchange of their notes for their behoof.

Your Lordships therefore cannot fail to perceive the great extent of confidence that was thus placed in Mr Dunlop by the defenders, in authorising this mode of settling the differences. It is still more material to observe, that the very operation of making exchanges at Glasgow indicates that the defenders transacted business there, otherwise they never would have proposed more than Sir William Forbes and Company's house, the Bank of Scotland, or any other banking company, to have exchanged with the branch of the Royal Bank at Glasgow; and it was certainly Mr Dunlop, who managed that business, which alone could render exchanges either competent or desirable. Indeed nothing could be more unlike his situation than that of a mere agent for exchanging notes, whose duty naturally is to transmit in full to his constituents the notes of theirs that he receives at every exchange. But, on the contrary, it is in evidence, that Mr Dunlop kept those notes, and re-issued them for behoof of the Bank, and that frequently with such rapidity, that the holders came and paid them in to the

Royal Bank on the very day that the petitioners had delivered them to Mr Dunlop at exchanging. Besides, his mode of paying the differences with his own paper indicated that the defenders allowed him to mix his property with theirs, and that he must have had leave to intrude with their funds on the one hand, since he paid their debts out of his own funds, and with their full knowledge and approbation. Hence it is plain, that Mr Dunlop enjoyed exuberant trust from the defenders, and acted not only as their agent at Glasgow with the other Banks, but as the cashier and manager of the Greenock Bank at Glasgow; and that the petitioners, and the public, could not fail to contemplate him as invested with that character. Indeed the defenders themselves must plainly have viewed him in the same light, since it has not been alledged, that they took security from Mr Dunlop, which, by their contract of copartnery, it is stipulated, shall be taken from all their servants entrusted with their cash; while Mr Dunlop too had been allowed to make use of their funds in his hands for his own emolument, so far as the business of the defenders might admit of without inconvenience. The attempt therefore to represent Mr Dunlop as on the same footing with those agents at Edinburgh for country Banks, who have no function, except to take up periodically and return the notes of their constituents, which is the condition of the Banks of Edinburgh taking them in payments, is extremely improper, and even reprehensible. His real situation was much liker that of the agents of the Bank of Scotland established in the provincial towns, who transact business, and even borrow every day on loan at 4 per cent. on the credit of the Bank, to an immense extent; a situation for which, as partner of a voluntary company without charter, the law ascribes to him sufficient powers.

Another transaction, relative also to this business of exchanging the notes, was likewise arranged by the defenders with the petitioners through the channel of Mr Dunlop. It appears from Mr Scott-Moncrieff's private letter to Mr Simpson, of the 22d May 1789, that at an interview with Mr Dunlop concerning some business between the defenders and the establishment of the Royal Bank at Edinburgh, Mr Scott told him, ' the exchange behaved ' to be twice a-week here also; for we could not give bills on E- ' dinburgh and London for his notes, and keep them eight days: ' That the Paisley Company had agreed to this. He promised to

' write

‘ write Gammill, and let me know before next Friday. I suppose that also will be agreed to. We have a great sum of their notes ; but as he had not heard any thing of exchanging twice a-week here, I would not press him doing it to-day.’

It now appears, that Mr Dunlop did write Mr Gammill the next day, in which he states this demand. The letter is in other respects material : for Mr Dunlop there says, ‘ I told Mr Scott, that I never took any step in the business of the Greenock Bank without consulting you ; but that I would write you, and let him know as soon as I had your answer.’ Here, therefore, Mr Gammill was informed that the petitioner was made by the Company’s agent to believe that he communicated with Mr Gammill on every business relating to the defenders concerns ; so that consulting with him was consulting both with him and Mr Gammill.

Another material indication appears from the same letter. After explaining how he expected that the difference at exchanging next Tuesday would be very high, he says, ‘ I would wish to know if the Bank is so full at Edinburgh, that, in case I should want Edinburgh money, I might draw on Sir William Forbes and Company, which I can replace in a few days.’ Mr Gammill writes, in answer : ‘ Last Friday Sir William Forbes and Company changed L. 1600 of our notes with the Royal Bank only, and to-day I am afraid our exchange will be high at Edinburgh, so that the Bank will stand in need of a supply of Edinburgh money this week. *You will therefore please not to draw on Sir William Forbes and Company, but make out your exchange to-morrow the best way you can. The Bank has sent you all the remittance in their power ; and your account at present with the Bank is very high.*’ It is plain, therefore, that, in order Mr Dunlop might not operate on the defender’s account with Sir William Forbes and Company, or insist on operating on it, a remittance was sent him, the defenders having occasion for Edinburgh money at the time.

Mr Gammill disapproved of exchanging twice a-week ; and it appears, from Mr Scott’s letter to Mr Simpson of the 27th May, 1789, that Mr Dunlop stated to him the objections to the measure, as the result of a consultation between him and Mr Gammill. Mr Scott’s next letter, of the 29th, mentioned, that Mr Gammill himself called along with Mr Dunlop, and that a delay of some weeks was asked and granted ; and at last, upon the 1st of July, it is material to observe, that the matter was concluded by Mr
Dunlop

Dunlop verbally. Mr Scott writes to Mr Simpson, ' James Dun-
 ' lop called to say Gammill would exchange twice a-week with us
 ' here; only, as their weekly messenger came on Friday night, he
 ' begged the exchange might be on Saturday morning.' And it
 now appears that Mr Dunlop wrote to Mr Gammill the following
 letter, which is certainly very material: ' 2d July 1789. I have
 ' settled with the Royal bank, that we shall exchange with them
 ' every Saturday morning, which I expect to manage, so that it
 ' shall make no alterations in the operations of the Greenock
 ' Bank, but shall come all under the Tuesday's exchange with me. On
 ' considering the matter, I thought it better to make the communica-
 ' tion to Mr Scott by word of mouth, than by letter, which keeps
 ' us perfectly open, in case of any future change in their arrange-
 ' ments, &c. I am, &c.

July 3. 1789.

Here Mr Gammill is informed of a definitive arrangement be-
 ing settled by a mere verbal communication with Mr Dunlop
 singly; and, what is equally material, that this arrangement was
 to make no difference to the defenders, Mr Dunlop being to ac-
 count to them, as for one weekly exchange, upon the Tuesdays,
 while in fact there were to be two weekly exchanges, one upon
 the Tuesdays, and one upon the Saturdays, when the differences
 at each were to be settled, by Mr Dunlop granting his own
 draughts as an individual for the amount, for the due payment of
 which, nevertheless, the defenders were answerable. Mr Gam-
 mill, however, the next day, gives his unlimited approbation to
 ' Mr Dunlop. I am pleased that you have informed Mr Scott
 ' Moncrieff that you are to exchange with him twice a-week; and
 ' the mode you propose I think will be attended with no loss to
 ' the Bank, and at same time it pleases them.'

Your Lordships, therefore, have it ascertained beyond all que-
 stion, what was the light in which the petitioners were intitled
 to consider Mr Dunlop's situation as acting for the defenders, and
 what, in fact, that situation was. In the course of the petitioners
 own transactions with the defenders, from 1785 to 1792 inclusive,
 a period of seven years, they had been authorised by the acqui-
 escence of the defenders, in the very important transactions that
 have been stated, to consider Mr Dunlop as vested with full
 powers to communicate to them, even verbally, the resolutions
 of the defenders, as to the times of exchanging their notes, and
 the mode of settling the differences, a mode which, as adopted,
 certainly

certainly implied exuberant trust, since it consisted in Mr Dunlop's having power to render the defenders answerable for the sufficiency of the paper of his own, which he paid for the differences. You have also evidence, that the petitioners were assured by Mr Dunlop, that he invariably consulted with Mr Gammill before taking any measures of consequence in the present business; and that Mr Gammill, after being informed of their being so assured, countenanced the assurance, by attending his friend Mr Dunlop to call upon them, and requesting a delay of some weeks, in order to decide finally upon the arrangement; the decision of which was accordingly, at the expiration of the delay, notified by Mr Dunlop verbally.

In fine, your Lordships find that Mr Dunlop did in fact possess great trust from the defenders, was invested with great powers, and supplied by them with large funds, without giving any security as a servant, but as in the exercise of the right of a master and partner. He had the power too of concealing the true amount of the Greenock notes received from the petitioners, because the defenders had no check upon him by seeing the account of the draughts he paid to the petitioners in exchange. He had the allowed privilege of using the defenders funds in his hands for his own emolument; otherwise, if possessed of those funds, as the defenders assert, he never could have been suffered by them to pay the petitioners their differences with draughts on his cash-accounts, kept for his separate behoof with Sir William Forbes and Company. The nature of these funds has not been explained; but every thing seems to indicate that they were merely Greenock notes, which Mr Dunlop had to dispose of, in order to find value to settle with the petitioners. His situation besides, in re-issuing for their behoof the notes he received from the petitioners, implied the greatest trust. Mr Scott, on the 24th December 1792,

writes Mr Simpson: ' Above L. 4000 of these Greenock notes we
' had on Saturday morning to exchange, or to give them up ra-
' ther, for it is no exchange. Near the half of that sum was
' back again upon us, of the same notes, before twelve o'clock;
' and this forenoon, Monday, the remainder came in in pay-
' ment of bills or otherwise; so that we had again above L. 4000
' to give them up for their bills at one day's date, which will be
' sent you to-morrow.' So that here was L. 8000 per week of
differences, and these chiefly resulting from notes re-issued by

Exhibits, p. 9. A

Mr Dunlop, delivered by the petitioners to him, and by him immediately expended in payments, either on his own account or on that of the defenders. Your Lordships see the nature of such a function. It is, besides, allowed, that he received payment, on account of the defenders, of large sums, by bills discounted by the defenders at Greenock, but payable at Glasgow, and remitted to him in order to receive payment of them.

In short, it does not appear what were the limits of the trust reposed in him. This much is certain, that, from a sight of Mr Dunlop's account with the defenders, exhibited to Mr Simpson and the doer for the petitioners, it appeared, that on many occasions, if he had stopped payment previous to the year 1793, he would have been more in debt to the defenders than he actually was at the failure when it did happen in March 1793, even including the differences now sued for. Thus, on the 30th November 1792, just a month before the arrangement now in dispute took place, James Dunlop owed the defenders L. 23,917, exclusive of interest; and if he had then stopped, there must be added his draughts on Sir William Forbes and Company to the petitioners for differences current at the time. These could not be less than between L. 4000 and L. 5000. Here then his debt to the defenders would have amounted to L. 28,000 at least, while, according to their own statement, it amounted only, at the failure, to L. 15,818 : 5 : 10, which, though the balance now claimed were added to it, amounts only to L. 24,918, 5 s. or better than L. 3000 less than the credit he had from the defenders upon the 30th November preceding. So large a credit, it is needless to observe, indicates, that he not only possessed the confidence of the defenders, but conducted multiplied transactions on their account, which must have invested him, in the mind of the public, with the character of their acting partner at Glasgow.

And now your Lordships will attend to the history of that arrangement which forms the proper subject of the present question.

Your Lordships have seen, from the passage above quoted from Mr Scott Moncrieff's letter to Mr Simpson of 24th December 1792, that he was much dissatisfied with the mode of paying the differences; which, proving almost invariably to be on one side, necessarily occasioned, in the *first* place, a loss of four or rather five days interest upon each difference, viz. the day of the exchange, the day when the draught was payable, and the three days of grace:

Secondly,

Secondly, The loss occasioned by the immediate return of the notes to the Royal Bank by Mr Dunlop's re-issuing them, which occasioned a loss of interest on their amount till the next exchange. In that letter, it is remarkable that Mr Scott says, ' I have spoken so often to Mr Dunlop without effect, that it is needless to do so again. Some other measure must be followed.'

The following question likewise was put to Mr Gammill, in the course of the present process: ' *2do*, Did not Mr Scott-Moncrieff, when he happened to meet with you, complain of the loss of interest, and the inconvenience attending these bills granted by Mr Dunlop, and insist that some new mode should be adopted to relieve the Bank thereof; and did not you, on such occasions, always refer Mr Scott-Moncrieff to Mr Dunlop for satisfaction on that head?'

To this Mr Gammill made the following answer:

' 2. When I occasionally saw Mr Scott-Moncrieff, which was but seldom, he complained to me of the great number of guinea notes of the Greenock Bank which came into their office; and said, that, by their taking Mr Dunlop's bills on Edinburgh at one day's date, that it was a loss of interest to the Royal Bank; and I believe he may have said, that he wished some mode should be taken to prevent it. To the best of my recollection, I told him that the terms of exchange had been settled by agreement, and that the Greenock Bank kept very ample funds in Mr Dunlop's hands for paying these exchanges, which I was persuaded he paid punctually; and that I should speak to Mr Dunlop, to prevent the Greenock bank-notes from returning to the Royal-Bank branch in the way he mentioned; and to the best of my recollection, I did so more than once. At same time, I told Mr Scott-Moncrieff, that, by their drawing on Edinburgh at sight for other notes than their own, when the other banks in Glasgow were drawing on Edinburgh at not shorter than one day's date, that this was in a manner inviting people to carry strange notes into their office, when they wanted Edinburgh money. And, To the best of my recollection and belief, I never gave Mr Scott-Moncrieff any reason to think that Mr Dunlop had any power or liberty to get indebted to the Royal-Bank branch, or any other bank, for account of the Greenock Bank, in exchange of their notes or otherwise; but, on the contrary, he was to pay the exchange punctually, from the very ample funds of the Greenock

• nock Bank which were in his hands. And I referred Mr Scott-
 • Moncrieff to Mr Dunlop for satisfaction, as to the manner he
 • disposed of the notes after the exchanges, which was the princi-
 • pal thing Mr Scott complained of.

Your Lordships here observe, that Mr Gammill admits, that the complaints which Mr Scott had made, till he was tired, to Mr Dunlop, were likewise mentioned to him when he called at the Royal Bank office, and that these were founded upon two accounts, the loss of interest, and the rapid return of the small notes; and he says, that with respect to the last, he undertook to speak to Mr Dunlop, and that with respect to the former, he had pleaded the existing arrangement. He does not, however, choose to say expressly, that he did not refer the petitioners to Mr Dunlop to get satisfaction on this head, although that question was pointedly put to him; he contents himself with saying, that he never gave Mr Scott-Moncrieff any reason to think that Mr Dunlop had power or liberty to get indebted to the Royal Bank on account of the Greenock Bank, but was to pay the exchange punctually; and that he referred him to Mr Dunlop for satisfaction as to the manner he disposed of the notes after the exchanges were made. Now your Lordships can have no doubt, even from this shifting mode of answering a very plain question, how the fact really stood. Mr Scott, it is admitted, complained of the loss of interest, and Mr Gammill says, that he pleaded the arrangement, from which that loss proceeded, as a settled matter; but he does not say that Mr Scott was satisfied with this plea: and indeed it is impossible he should; for, as the arrangement was only during pleasure, it was impossible for any man of common sense to think that the petitioners could be persuaded to continue it, merely because it had been once made, though they now found that by the differences always proving on one side, it occasioned them a loss of L. 300 per annum of interest. It is plain, therefore, that Mr Scott could never pay the least regard to the plea now alledged to have been used by Mr Gammill, and that Mr Gammill, therefore, must have had recourse to the one or other expedients, of denying satisfaction, or of promising satisfaction, or of shifting it on Mr Dunlop to give it. And if, as he says, he boasted of the ample funds that Mr Dunlop had of the defenders, to enable him to pay the balances punctually, and if he referred Mr Scott to Mr Dunlop for satisfaction upon the other point of complaint, it is plainly impossible

impossible to doubt that Mr Gammill referred him to Mr Dunlop for satisfaction likewise as to the mode of settling the differences. If Mr Gammill had refused satisfaction, and stuck fast to the arrangements of 1785 and 1789, he had no occasion to mention Mr Dunlop's ability to pay punctually. There had been no want of punctuality in either the granting or the payment of the draughts on Sir William Forbes and Company, and no complaint could be made on that head, nor was any apprehension entertained with respect to it. The mention of the funds in the hands of Dunlop, therefore, could only be made as a consequence of having referred to Mr Dunlop, to give satisfaction on the complaint as to the mode of settling the differences; for the mention of his being possessed of funds, might possibly follow such a reference, as being a proof of Mr Dunlop's capacity to give the satisfaction which was demanded; and it is plain, that for any other purpose it would have been a boast without sense or meaning, and indeed would have been downrightly absurd, had it been accompanied with a refusal of satisfaction, founded upon the conclusiveness of the arrangement of 1785 and 1789. It would just have been saying, Our agent and partner has plenty of means of paying you on the day, but, nevertheless, you should always indulge five days on every transaction without interest.

And your Lordships have the fullest evidence how his conversations with Mr Gammill were understood by Mr Scott-Monrieff. In his letter to Mr Simpson of 26th December 1792, he there alludes to his conversation with Mr Gammill. He writes Mr Simpson: 'I have just now met with James Dunlop, told him, Exhibits, p. 9. E.
' both you and we were most averse to take any strong measure;
' but that it was impossible we could go on as at present; and
' it was most unworthy of a Bank of any respectability to take
' such advantages. *He said, he left all to Mr Gammill. Said I,*
' *I have spoke to Mr Gammill, and he leaves all to you.* What then,
' said he, would you have me do? I give you every note of
' yours that comes to me. Said I, do not pay out your notes,
' when you know they are just coming back to us the very day
' you have taken them from us, or do any thing you know to be
' just and equitable. He said, he did not see it was possible he
' could avoid paying out their own notes as we did ours; but
' what could we do? I said, we could refuse his notes.'

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Your

Your Lordships see, how these gentlemen had been in the habit of shifting complaints upon one another to answer ; and it cannot be doubted, that Mr Scott-Moncrieff was explicit to both, in a complaint about which he was so earnest, and that he attended with alertness to the answers they gave him. Your Lordships see, too, that Mr Dunlop's re-issuing the exchanged notes is not disputed by either. And was not this an admission that Mr Dunlop held an office, in which he threw into the circulation the notes of the defenders, in the same manner as Mr Scott did those of his constituents ? Was not this avowing Mr Dunlop to be a cashier and manager for the defenders ?

The remainder of Mr Scott's letter is not otherwise material, than as it states to Mr Simpson, that the first suggestion of the measure which afterwards took place, occurred to him in the course of his conversation with Mr Dunlop, to whom he mentioned it, and who said, it seemed to him a reasonable idea, and he would think of it. But it is plain from Mr Scott's letter of the 28th of December, that Mr Simpson had found his account of the project so loosely expressed as to require an explanation, which is accordingly given him in that letter, but which had already been in some measure given in the intervening letter of the 27th December. It appears, that Mr Scott's first idea had been, to open an account with the Greenock Bank similar to that which they had with the Bank at Ayr, which he explains in his letter of the 26th, was used as a means for carrying on the exchanges of the Bank at Ayr with the different Banks at Glasgow. But his letter of the 28th of December, which gives his plan as digested in detail, shows that it consisted singly in opening an account, by which an exchange should be made three times a-week, and the differences either paid in London or Edinburgh bills, or other paper-currency receivable as cash, and any balance remaining should be carried to account, and bear interest to the profit of the Bank. It is necessary to trouble your Lordships with perusing this letter, at length, and also the letter of the 27th December, written before Mr Scott had received Mr Simpson's request of an explanation ; and which also proves that Mr Scott expected, as he had formerly been taught to expect, that Mr Dunlop on this business would advise with Mr Gammill, as well as on every other Bank transaction. Accordingly he sets out with stating his conjecture, ' that after consulting with Mr Gammill, Mr Dunlop would insist upon

‘ on adhering to the custom of the two weekly exchanges.’ The petitioners, however, have since learned accidentally, that Mr Scott had a more immediate cause for believing Mr Gammill was to be consulted ; that there was a gentleman present at the first conversation, which happened in the coffee-room, and who has a recollection that Mr Dunlop, in taking time to consider, assigned as a reason, that he was to write Mr Gammill to get his sentiments upon it ; and that the gentleman’s name is Mr James Hopkirk, merchant in Glasgow.

After obtaining Mr Simpson’s approbation, which, there is reason to think, was likewise accompanied with Mr Ramfay’s, under a caveat, that the Greenock Bank should be kept bound, Mr Scott had an interview with Mr Dunlop, upon the 31st December 1792, and gave him such a draught of a proposal as Mr Scott thought would be a proper one ; and Mr Dunlop, upon the 1st of January, accordingly wrote the proposal, and delivered it to Mr Scott Moncrieff, who did not then accept of it, but sent an exact copy to Mr Simpson, in order that he might consider it, and see that all was right ; and he likewise threw out, in the letter inclosing it, such observations as his anxiety suggested, with respect to the conception of it ; and upon Mr Simpson’s advising that he had no alterations to propose, Mr Scott Moncrieff returned to Mr Dunlop, a copy, with an acceptance subjoined, upon the 3d January, and not before.

Your Lordships, therefore, will please to attend particularly, that it was clearly a misconception of the fact, which prevailed at the last advising of the cause, that the anxiety expressed by Mr Scott in his letter of the 1st January, that the defenders should be bound as a company, might have some respect to the defences maintained in the present cause, viz. That there had not been due intimation of this arrangement made to the defenders, in their capacity as a company, &c. Mr Scott, however, could not possibly have any anxiety of this kind. He had not yet adopted the arrangement in behalf of the Royal Bank ; he had only received Mr Dunlop’s offer ; and his only anxiety was, that his offer should be so conceived, that there could not be room to fasten a doubt upon the import of it, as being a transaction for behoof of the Greenock Bank, and by which, of course, he supposed they would be bound. It is manifest, from the nature of his criticisms upon the missive, that his anxiety lay all this way ; and indeed, it is not in nature

nature that it could lie any other way ; and most certainly, not towards any defect in the notification, which he could have cured on the instant, by a letter in three lines ; but which he, and any man in his situation, must have believed was unexceptionable. His complaints had been made to both the acting partners, and the arrangement was to be transacted with one of them, who was besides the agent of the defenders, and who had assured him with the countenance of Mr Gammill, that, on all occasions, he advised with that gentleman, before taking any step in the defenders business, and, as it should seem, had actually, on this occasion, taken time to consider of the business in question, for the avowed purpose of consulting Mr Gammill.

It accordingly appears, that from his anxiety to prevent all doubt, it had occurred to him to propose to Mr Dunlop, that each of his orders for making an entry to the debit of the projected account should contain expressly, that it was for behoof of the defenders in company. But this proposal was rejected by Mr Dunlop ; and he assigns as his reason, that the other Banks in Glasgow might thereby have been informed of the arrangement ; a circumstance which it was by no means unnatural that the defenders should consider as inconvenient, since these Banks, if they knew of it, would be apt to plead upon it as an example to be followed by the defenders in dealing with them. This wish, therefore, of keeping the matter secret from the stranger Banks, was no wise calculated to create any suspicion in Mr Scott, that it had been kept secret from Mr Gammill or others of the defenders. It was only the more like the circumspection to be expected from their having consulted together, and that attention to the concealment of the situation of their money-operations, which merchants in general are careful to maintain.

The petitioners will now trouble your Lordships with the letters from Mr Scott-Moncrieff to Mr Simpson, immediately preceding the arrangement in question, with Mr Dunlop's letter proposing that arrangement, and the petitioners acceptance of the proposal.

Dec. 27. 1792.
Exhibits, p. 11.

Of this date, Mr Scott Moncrieff writes to Mr Simpson : ‘ In reflecting on the proposed arrangement with James Dunlop, I imagine, after he consults Gammill, although he may agree to open an account with us, he will insist on our debiting him with the account of his notes only twice a-week, which he will tell me

me is as often as the other Banks exchange; and I want to be prepared for him, in case he should make this proposal. The exchange with the other Banks ought to be no rule for him, as they give us up our notes, and have often an equal sum to what we have of theirs; whereas he never has any, or but a trifling sum of our notes to give us: and on thinking farther on the matter, I see we have another and a better way of compelling him to do us justice than by refusing his notes. As we go on at present, we are constantly in advance for him L. 3000 to L. 4000. Last Tuesday we had L. 8000 of his bills running on Edinburgh; thus there is a loss to the Bank of at least from L. 130 to L. 200 a-year interest. Now, suppose I was to say to him, that rather than submit to this loss, (which it is most unreasonable in them to desire, as no Bank ought to take the advantage of the circulation of notes in the hands of another Bank), we will send down a special messenger with their notes to Greenock, by the stage-coach, twice or thrice a-week, not to demand gold, but a bill at sight on Edinburgh for them, and this would not cost us above L. 60 or L. 70 a-year; so that thereby we should save more than half of the loss we now sustain. Were we to adopt this measure, it would soon bring them to their senses. Two or three such demands would put an end to it; for all the notes Mr Dunlop pays away here would soon be at Greenock, and they would be obliged to be at the expence of sending him up daily a supply. Let me know what you say to all this.

And again, of this date, Mr Scott writes Mr Simpson: 'In my proposal to Mr Dunlop, my object was, to save the Bank a great loss of interest they now sustain. The plan, therefore, was, that in future he should keep an account with us, like any other man, on such credit as should be agreed upon; that every second day, Tuesdays, Thursdays, and Saturdays, suppose we should pack up all the Greenock notes we had, and deliver them over to him, for which he should give us an order on his account with us; and that he should replace this advance, as convenient to him, by bills on Edinburgh or London, or by the Glasgow notes of other Banks, or our own upon our receipts, just as another man would do: The bills on Edinburgh and London to be taken on the same terms as from others. In this way, you see, we would lose no interest but upon the amount of his notes that came into us the day before he took them up.

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This

Dec. 28. 1792.

Exhibits, p. 12.

' This would be no great matter. In short, his account with us
 ' would come much in place with that he keeps with Sir W. F. &
 ' Co. for he told me, that if this plan took place, he would pay
 ' us in such a way as would be for our advantage, by bills on
 ' London; and that he was sensible we lost a great sum in interest
 ' just now, and that his advantage was not equal to our loss; for
 ' being obliged to take up his notes on the days of the exchange,
 ' when he did not know what the sum would be, he was often ob-
 ' liged to seek about for bills on Edinburgh, to remit against his
 ' draughts, and to take them on unreasonable terms; whereas, on
 ' this plan, he might have a few days to provide his funds. In
 ' this way, it would be an accommodation to him; and as we
 ' would charge interest in account against him, it would be an ad-
 ' vantage to us. Do you understand me now?—I really think this
 ' plan would be better than going to war with him, or refusing or
 ' sending his notes to Greenock. I was to meet with him this even-
 ' ing, and settle the business, after hearing from you; but I told
 ' him at the cross to-day, that as you did not comprehend my
 ' meaning, we would delay our meeting till Monday evening, so
 ' drop me a line to-morrow. He paid me many compliments to-
 ' day, and seems quite reconciled to the plan. I asked him what
 ' extent of credit he thought he would require? He said it was
 ' really impossible to say, till he saw the effect of this arrangement;
 ' that he would endeavour to make the payments to us in such a
 ' way as would be agreeable, and for the advantage of our Bank;
 ' and that he wished we would let it go on some time on this
 ' new plan, before we fixed the extent of the credit: Let me know
 ' what I shall say to this. I really believe there would be no dan-
 ' ger in letting him have all the credit he will desire. It may, I
 ' suppose, be L. 4000 or L. 5000; but if at a time it should be
 ' L. 10,000, it will only be so for a few days; and in fact, it is
 ' not much less at present. The account he means to be kept by
 ' us for J. Dunlop, for Greenock Banking Company; he said it
 ' would be a saving to us of L. 200 a-year interest, and not near
 ' so much loss to him; and he made no objection to-day to taking
 ' up his notes three days in the week.'

Jan. 1. 1793.
 Exhib. p. 14.

Mr Scott again writes Mr Simpson, of this date: ' I met with
 ' Mr Dunlop last night, and carried with me the scroll of a
 ' letter, which I thought it would be necessary for him to write
 ' to us, as the foundation of the proposed account, and that we
 might

' might clearly understand each other. He approved of it, and
 ' brought me his letter this morning accordingly, with some tri-
 ' fling alterations. You have annexed an exact copy of it. I
 ' mean, if you approve of it, to make out another copy, and send
 ' it to him, saying at the foot of it, that we agree to open the ac-
 ' count for the purpose, and upon the terms therein mentioned.
 ' I think the Banking Company is sufficiently bound, the account
 ' being opened with him, their agent. I proposed that his orders
 ' should be drawn, which place to my account for Greenock Bank-
 ' ing Company; and I said, that when bills on London were of-
 ' fered him, of which he gets a great deal, instead of paying his
 ' small notes for them, and giving both his clerks and ours so
 ' much trouble counting them, when he knew the money would
 ' go into the Banks, he might give the people draughts on us:
 ' He said, in such cases, it would not do to draw the orders in
 ' that form, as he would not wish it to be known to the other
 ' Banks, that the account was for the Greenock Bank; and that,
 ' as the ground upon which the account was opened, was clearly
 ' explained by him in his letter, to be for the Greenock Banking
 ' Company, it was unnecessary to put that in every order. What
 ' do you say to this? I do suppose the letter fixes the responsibility
 ' completely, without saying any thing of the Greenock Bank in
 ' his orders; but I was thinking, that perhaps it might be proper,
 ' for more security, to get him to say in the letter, that I, as a-
 ' gent for that Bank, oblige myself to pay up the balance, &c.
 ' yet I do not know if that is necessary. The sum due us will ne-
 ' ver, he supposes, be greater than it is at present, perhaps for a
 ' day or two, it may be 6 or 8 or 10 m. but I explained to him
 ' fully, that it was not meant to be a permanent advance, or any
 ' thing more than was necessary for taking up his notes, and gi-
 ' ving him a few days time to repay us; and this he understands
 ' to be our meaning. He pressed me much to allow him twenty-
 ' five days on London bills, which he said would be greatly in
 ' his favour, and enable him to pay us in that way. I said, I
 ' did not see it was possible for us to depart from a general rule,
 ' as we had never done it in one instance; but he insisted on my
 ' mentioning it to you; and so you may tell me what you say on
 ' that subject. And now I think you have got enough of this
 ' business.'

And,

Jan. 3. 1793.
Exhib p. 15. D.

And, on this date, Mr Scott writes: 'As you have no alteration to propose on Dunlop's letter, I have sent a copy of it, with two lines subjoined, that you may agree to it; and so that ends that matter. He says it will be the best account for the Royal Bank in our books. We shall see if it be so. Mean time, I have the comfort of thinking we shall save a couple of hundreds a-year interest by it.'

Mr Dunlop writes to Mess. Scott Moncrieff and Dale, Cashiers to the Royal Bank, proposing to open the account, as follows:

GENTLEMEN, *Glasgow, 1st January 1793.*

— H,

'As agent for the Greenock Banking Company, and that their notes may be exchanged with you in a manner more convenient for both you and me than hitherto, I am very well pleased to open a cash-account with you, as cashiers of the Royal Bank here, to be kept in name of James Dunlop, agent for the Greenock Banking Company; and propose that my operations on that account shall be as follows: I shall three times in the week take up such of the notes of the Greenock Banking Company as may come into your hands, by giving you what Royal Bank notes I may have, and an order on my account with you for the balance; and I shall make payment on said account on your receipt, in the manner most convenient for myself, either by the notes of other banking-companies, bills on Edinburgh or London, it being understood that you are to take such bills from me upon the same terms you do from others. The account shall be settled once a-year, or oftener, if either party require it. The interest to be charged against me at 5 per cent. and you are to allow me 4 per cent. on such sums as I may occasionally over-lodge with you. Until I see the effects of this arrangement, I cannot say exactly what extent of credit I may require upon this account; but it will always be in your power to limit it; and I shall at any time, upon six weeks notice, pay up such balance as may be due to you. It is further understood, that as this account is proposed to be opened for our mutual conveniency, it shall at all times be in the power of either of us to close it when we shall think that purpose not answered. I am, &c.

(Signed) *James Dunlop.*

Answer

Answer by Mess. Scott Moncrieff and Dale to Mr Dunlop.

S I R, *Royal Bank-Office, Glasgow, 3d January 1793.*

' The foregoing is a copy of your letter to us of 1st current, in Exhibits, p. 16. G.
' consequence of which we agree to open and keep an account
' with you, as agent for the Greenock Banking Company, upon
' the terms and for the purposes therein mentioned. And we
' are, &c. *Scott-Moncrieff and Dale.*'

There is no positive evidence that ever Mr Dunlop did, in fact, communicate to Mr Gammill the details of the arrangement which took place in consequence of the offer and acceptance just transcribed. But Mr Gammill has produced the following very material letter, of which your Lordships have seen an extract in the exhibits, but which it seems proper that your Lordships should peruse at length. It indicates strongly the situation which Mr Dunlop held in the conduct of the defenders business in general; and, what is still more material, if Mr Gammill was the acting manager at Greenock, and a proper person to correspond with in their behalf, it laid upon him the obligation of enquiring farther into the particulars of the arrangement. For he is there told, with respect to the present arrangement, that it was an arrangement, by which Mr Dunlop, as agent for the defenders, had accommodated the Royal Bank in the
' management of the exchanges, which had been left entirely to
' him;' more especially as Mr Dunlop tells Mr Gammill, that he was to continue to settle with the defenders in the same way as formerly. So it was here announced to Mr Gammill, that a new arrangement was made in a branch of his agency, which he avows was entirely left to his management; and that the effect of this innovation was, like that in the year 1789, not to appear in, and of consequence not to be checked by his settlements with the defenders. Your Lordships will judge, whether approbation without enquiry after such intimations, and after such previous knowledge as Mr Gammill possessed, does not incur the risk of the consequences. His mandatary tells him, that he has signed an agreement relative to his mandate, but that the mandants need not trouble themselves about it, because he, the mandatary, will account to them in the same manner as if he had not made it. But Mr Gammill knew, that he that contracts with his mandatary in a matter relative to his mandate, contracts with the mandants;
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dants; and that by relying on the mandatory's promises, he did not deprive the contracting stranger of his action.

The letter is in these words.

Glasgow, 5th January 1793. DEAR SIR, I am favoured with your letter of yesterday. My opinion is perfectly the same with yours, that a purchase of Bank stock is a safe and proper speculation for the Bank; but, in the present situation of things, it is impossible to say the precise time it can be done to most advantage; and I sincerely wish you had mentioned your own opinion as to this, and not have left the determination of it entirely to me; because, as I have frequently said, your opinion has at all times much weight with me; and in a matter of doubt like the present, it would confirm my own very much. If you have no thought of going to London, I think that decided directions should be given to Mess. Moffat and Company. In the first place, to purchase the sum you mentioned in your letter to me of the 31st ult. say L. 4000, on the best terms they can; and if you are of the same opinion, I have no objection to go further; as to which, I shall be glad to hear from you on Monday. When I proposed Mr Frazer, or any friend of yours, it was with a view to keep the money of the Bank at their command. If you are inclined to purchase stock with any part of the Bank's money on your own account, the other partner and I make you most heartily welcome to any sum you desire, to be repaid in whatever way is most convenient for yourself. The Royal Bank have been complaining very much of late, and perhaps with some reason, of the number of our notes that were thrown in upon them, especially on the Saturdays; and two or three days ago, Mr Scott-Moncrieff called, and told me, that he had orders from the directors at Edinburgh, either to refuse our notes altogether, or to send them to Greenock on purpose every day; which he said would be much cheaper to them than the way they are in at present, which indeed I believe may be true. I said, if such measures as these were resorted to, I believed we could procure as many of their notes as they could do of ours. He said, however that might be, he had directions to make the experiment; at the same time he would be extremely sorry to take a step of that kind, if any way could be fallen upon to prevent it. I told him I could think of none; for I would by no means advise the Greenock Bank to alter the mode of making their exchanges, which had been settled by mutual agreement

' agreement. At the same time, as the management of these ex-
 ' changes had been left entirely to me, if he could think of any
 ' way, in which I as agent could accommodate them, I should
 ' have no objection to try it. After several conversations, he, at
 ' last made a proposal, which I told him I should make trial of,
 ' with which he seemed very well satisfied; and, in my opinion,
 ' it will make so little difference, if any, to me, that I can con-
 ' trive to settle the exchanges with the Bank in the same way as
 ' formerly; and I agreed the more readily, as I think it will pre-
 ' vent a great many of our notes from going to Edinburgh, the
 ' procuring of Edinburgh money to replace which has been
 ' attended not only with expence to the Bank, but lately with ve-
 ' ry great trouble to me; and no doubt it has been also trouble-
 ' some to Sir William Forbes and Company. I saw Mr Smart
 ' yesterday, who declined saying any thing till he had seen his
 ' partner Mr Bain, who called in the evening, and I had a long
 ' conversation with him. He says they got 3 per cent. for bring-
 ' ing money from London when they insure it; and he thinks
 ' they should have 1d. per pound for carrying it to Carlisle, or
 ' 1 halfpenny per pound to Moffat, always supposing them to in-
 ' sure it. This, however, was only his own opinion; but that he
 ' would write the other partners last night, and let me know as
 ' soon as he had their answer, which would be the beginning of
 ' the week. I told him I would say nothing of our idea of what
 ' the price should be, till he told me the very lowest he would
 ' take.——I am, &c.

' You will please let me know before you use my bill to you
 ' falling due in February next.

Mr Gammill answered in these words:

' I am favoured with your letter of the 5th current. At pre-
 ' sent, I do not see that my going to London would be of the
 ' least service to the Bank, otherwise I should have no objection.
 ' Should a war take place in two months, it is possible I might be
 ' of some use there; and I shall have no objection to go, provi-
 ' ding the Bank partners should wish to extend their purchase of
 ' stock. In the mean time, I agree with you, that Mess. Moffat,
 ' Kenfingtons, and Styan, may be ordered to purchase L. 4000.
 ' further of Bank stock, on account of the Bank, on best terms in
 ' their power. I have not heard from them since I wrote you.
 ' I shall write them, and send it under cover to you by to-mor-

Jan. 7. 1793.

Yours
 ' ROWE

* row morning's coach, so that you may send that letter off by
 * to-morrow's post, if you approve of it.

* I am glad you have settled matters amicably with Mr Scott
 * Moncrieff, and that upon such a plan as will prevent our notes
 * from going to Edinburgh, *which was troublesome to all parties*
 * concerned.

* When Smart informs you the terms, I shall be glad to hear
 * from you. What he mentions is greatly too high, as their send-
 * ing them to Moffat; the risk is very small, especially when they
 * advise their friends on the road the day before, that the money
 * is to go by coach; and I believe that the same guard goes all
 * the stage from Glasgow to Moffat, and we could contrive it so
 * as to send it with the moon-light.

* You may depend that I shall advise you before I forward any
 * of your bill to London.

* As it is probable the Bank may get some Edinburgh money
 * this week, at present I cannot advise you what sum you should
 * remit to Sir William Forbes and Company; but of this I shall
 * advise you on Wednesday.

Your Lordships must perceive at once, that the information
 given Mr Gammill, of the new arrangement having a tendency to
 prevent their notes going to Edinburgh, which he says they had
 done formerly, *interested him*, and must have interested him, as a
 person desirous of conducting the business of a Bank with skill,
 prudence, and ability. Your Lordships will therefore wonder
 that there is no question in his letter requesting an explanation of
 this arrangement, and its expected influence on the channel of the
 circulation of their notes. But Mr Gammill had different ways of
 communication with Mr Dunlop. Mr Dunlop went twice to
 Greenock, and Mr Gammill came twice or thrice to Glasgow, be-
 tween the 7th of January and the 19th of March following, being
 the whole of the period when the arrangement existed. And
 what affords an irresistible presumption that Mr Gammill did un-
 derstand the nature of the arrangement in this respect, is the diffe-
 rent allusions made to it in Mr Dunlop's subsequent letters. On the
 8th January he writes, 'I trust, from the arrangement with Mr Scott
 * Moncrieff, fewer of our notes will go there than formerly,' viz.
 Exhibits, p. 22. to Edinburgh. On the 15th he writes, 'None of our notes, I am
 * certain, went from the Royal Bank to Edinburgh.' It is cer-
 tainly not likely that Mr Gammill would rest satisfied with igno-
 rance

rance on such a subject; whereas Mr Dunlop's observation must have been felt by Mr Gammill to be perfectly just, if he was informed that, by the new arrangement, the petitioners were paid in cash, or bills equal to cash, or had interest on any balance remaining unpaid; so that they had no inducement either to send the Greenock notes to the house at Edinburgh themselves, or to make their friends that dealt with them take the trouble of sending them thither, in order that the Royal Bank might have the benefit of the regular changes effected there by the agency of the house of Sir William Forbes and Company.

It is also submitted, that the very circumstance of Mr Dunlop having such use of the defenders funds, that though, from July 1789 downwards, he had exchanged twice a-week, and settled the differences with his own money, still he accounted with the defenders as if there had been only one weekly exchange, called on Mr Gammill in a very particular manner to examine into the new arrangement; especially as it appears from his own admission, that he knew with perfect accuracy the nature of those complaints which produced it. In short, the plain English of the matter is, Mr Dunlop was left to satisfy the petitioners the best way he could; and the more advantageous the bargain he made with them, so much the better for himself; because the nature of his agreement with Mr Gammill and the defenders was, that he should have a certain quantity, a quantity unknown to the petitioners, of the defenders funds in his hands, and liberty to use them for his own emolument, so far as might be done consistently with carrying on the defenders business. This is plainly the nature of his situation; and as Mr Gammill no doubt was confident of Mr Dunlop's responsibility, he may have given himself the less trouble as to inquiring into the particulars of his arrangements with the respondents. But it is submitted to be very clear, that the risk of his indifference must fall upon himself, and upon the concern which he managed, and not upon the petitioners; who expect now to prove, by parole as well as by presumptive written evidence, that the agent and partner of the defenders undertook to communicate to Mr Gammill, the acting partner at their principal establishment, the arrangement when it was only projected; and they have already proved, that in fact he did give such notification of it to Mr Gammill at its very commencement, as must have taught him that it was an arrangement done by him in discharging his functions as the defenders agent; so that if he approved,

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whether

whether with or without inquiry, (and approve he certainly did), he and his constituents must abide the consequences.

And this leads to examine more particularly the nature of the arrangement, which, it has been said, was of such a complexion, that even the petitioners could not possibly suppose it would be approved of by the defenders, or considered by them as a company-transaction. It was said to be a transaction entirely for the benefit of the Royal Bank, and no wise for the benefit of the Greenock Bank, who never would pay 5 *per cent.* to another Bank, nor permit their agent to have an opportunity of accumulating a loan from the Royal Bank at their risk. Your Lordships will attend to the fact on these points, which, it is submitted, affords a satisfactory answer. The fact then is, that down to this hour the defenders have an account with Sir William Forbes and Company, which house conducts their business at Edinburgh, and is frequently in advance for them to a large amount; and on this advance the defenders invariably pay 5 *per cent.* interest: and a commission is paid by them to that house over and above. It was impossible, therefore, that the petitioners should suppose it was unsuitable to the dignity of the defenders house, to suffer them to be a few thousand pounds in advance for them from day to day, and to allow interest accordingly, since they submitted to the same degradation towards the house of Sir William Forbes and Company. Your Lordships too have seen, that they did in fact submit to be perpetually in debt to the petitioners, by the existing arrangement, in from L. 6000 to L. 8000; so that the only effect of the new arrangement, was to give the petitioners a consideration for this loan, which, though perpetually paid, was likewise perpetually incurred: And it is in vain for them to plead, that they had placed funds in Mr Dunlop's hands to make instant payment of the differences, since they knew perfectly that Mr Dunlop made no such instant payments; and that accordingly they, the defenders, chose rather to be answerable for the sufficiency of Mr Dunlop's paper, exigible only on the fifth day from the exchange, than insist upon his making such instant payments. And why did they so? The reason is perfectly obvious. This indulgence was part of Mr Dunlop's allowance for managing the joint concern. He had the use of so much of the company funds on this account; and it was their business to favour him, and enable him to make as much as might be of his situation, as far at least as they judged to be consistent with their

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own safety. But if they gave him a *charte blanche* to settle in the best way he could with the petitioners, it is plain they must be answerable for the manner in which he filled it up, and not the petitioners.

Your Lordships have seen too the threats of the Royal Bank, in case all satisfaction was refused. And the nature of these threats could not stand in need of notification to a person of Mr Gammill's knowledge in business. The remedy, as the exchanges were in truth mere deliveries, was evidently to send the notes to Greenock, and demand cash, or send them to Edinburgh, where there was a fair exchange. Either measure would have been evidently very disadvantageous to the defenders; while the new arrangement was attended with no loss or inconvenience that admitted of the smallest comparison.

But farther, it is plain, that the necessary consequence of the former arrangement was to induce the petitioners and their friends to transmit the defenders notes to Edinburgh, in order to be exchanged by Sir William Forbes and Company, instead of exchanging them at Glasgow; of course, the defenders were often, under it, obliged to find the more money at Edinburgh to supply Sir William Forbes's advance; and for that advance they had to pay 5 per cent. interest in the mean time, besides paying a premium for Edinburgh money, for which there is sometimes such a demand in the country, that, as Mr Dunlop said, he had sometimes to pay unreasonably for it, in order to pay the differences even in the old way; and then too the defenders had to pay a commission over and above.

Your Lordships therefore perceive the truth of the case. The old arrangement was attended with injustice to the Royal Bank, because the differences being uniformly in its favour, operated a perpetual loan without interest to the Greenock Bank. The Greenock Bank again did not directly pocket this advantage; but what was the same thing, they suffered Mr Dunlop to pocket it, as part of the advantages for which he managed the defenders concerns at Glasgow. And accordingly, instead of compelling him to redress the petitioners complaints, by paying the differences in cash, or in bills received as cash, they left it to him to settle matters to his own satisfaction, lest, without doubt, he otherwise should have come upon them for a different advantage, if they had concurred

curred in depriving him of this; and they were of course the more disposed to acquiesce in his measures, that they had a direct tendency to save them some expence in their transactions at Edinburgh.

And as to the new arrangement being a transaction for Mr Dunlop's benefit, it is perfectly clear from the terms of it, that no such effect could flow legitimately from the transaction, nor did in fact flow from it. The terms of the interchanged missives most expressly limit the operations to the differences. Mr Dunlop says, '*I shall, three times in the week, take up such of the notes of the Greenock Banking Company, as may come into your hands, by giving you what Royal Bank notes I may have, and an order on my account with you for the balance; and I shall make payment on said account, on your receipt, in the manner most convenient for myself, either by the notes of other Banking Companies, bills on Edinburgh or London; it being understood, that you are to take such bills from me upon the same terms you do from others. The account shall be settled once a-year, or oftener if either party require it.*'

Here both the operations of the debit and credit are distinctly specified; and your Lordships see Mr Dunlop had no power, by the acceptance of the above proposal, to grant an order for any sum to be admitted on the debit of the account, except that sum arose from differences; and your Lordships are perfectly certain, that if he had granted such an order, it would not have been allowed by the petitioners. It would have been a gross breach of duty to their constituents had they acted otherwise, as they had no warrant from the agreement, to admit of such an order.

It is accordingly a most important fact, and which the petitioners have, from the beginning, averred as a fundamental one, that the sums on the debit-side of the account libelled on, arise entirely from differences at exchanges of notes. The defenders, however, in page 38. of their information, have attempted to throw a doubt upon this, and in page 39. to throw a slur upon the regularity of the petitioners books*. It is said, that, according to the advices which the defenders received from Mr Dunlop, of the exchanges of February 26. March 5. 12. and 19. the total

* As to this, it seemed to be admitted that it was fully obviated at the bar; the bill in question having been equal to cash, and taken as extinguishing the difference at an exchange, when accordingly no entry was carried to the debit of the account.

notes exchanged were less than the sums carried of these dates to the debit of the account with the petitioners, by very nearly the large sum of L. 3000 Sterling; from which, if true, it followed of necessity, that sums were carried to the debit of the accounts from different causes than the differences at exchanges. They did not however tell your Lordships, that since Mr Dunlop's failure, Mr Auld, Mr Dunlop's clerk, informed Mr Gammill, that Mr Dunlop generally advised the Greenock Bank, of the sums of their notes received at exchanges, very differently from what they really were, and much below it. This can be distinctly proved by the evidence of Mr Auld, and must convince your Lordships of the fairness of the litigation carried on by the defenders in this cause. But fortunately the jottings of the petitioners clerks at the periods in question are still extant; from which it appears that the sums entered, of the dates in question, to the debit of the account, were the precise results of the true differences of the sums exchanged.

	Sum of Greenock notes delivered.	Deduct Royal Bank notes received.	Differences carried to debit of account.
Feb. : 26.	L. 2894 16	L. 41 8	L. 2853 8
March 5.	3769 18	160 2	3609 16
12.	1658 4	235 11	1422 19
19.	2317 9	132 12	2184 17
	L. 10640 7	L. 569 13	L. 10070 14

It is needless to add, that the fidelity of this account can be proved in the clearest manner. The petitioners exchanges are stated by Mr Dunlop, as on Feb. 26.

	L. 2394 16
Mar. 5.	2269 18
12.	922 13
19.	1484 17
	L. 7072 4

If your Lordships deduct this sum from the real amount of the exchanges, you will find Mr Dunlop concealed from the defenders the precise sum of L. 3568, 3s. and that too, by preserving the mode of accounting according to their original arrangements. Thus, therefore, it turns out, that the very improper attempt of

the defenders, to prove that the petitioners had suffered the new arrangement to be converted to Mr Dunlop's private purposes, demonstrates that it was the old arrangement (admitted by the defenders to be binding on them), that afforded Mr Dunlop an opportunity of accumulating from four single exchanges, a concealed fund of their property, of the above large sum of L. 3568 Sterling.

Your Lordships, therefore, may judge with what justice the imputation is made, that the new arrangement tended to enable Mr Dunlop to get a loan from the petitioners, at the hazard of the defenders, which the former arrangement, it was said, did not admit of. Your Lordships see, on the contrary, that there was a perpetual loan to Mr Dunlop under the former arrangement, like Penelope's web, perpetually growing and perpetually diminishing; and which sometimes amounted to a greater sum than that now claimed. A note of the differences for the month of December 1792 is subjoined to this paper, by way of a sample of that perpetual loan. There is also subjoined, a state of the account libelled on, summed up at every exchange, so as to show the amount of the then existing debt to the petitioners; and this, your Lordships may compare with the floating debt under the former arrangement, remembering only, that the latter always consisted of the amount of two exchanges. But, in addition to this comparison, your Lordships will retain in mind, the facility the old arrangement afforded for accumulating their debt unknown to the defenders: whereas, if Mr Gamnill had chosen, as he ought to have done, to take advantage of the new arrangement, to desire weekly a state of the defenders account with the petitioners to be transmitted, the defenders would have had a most complete check upon Mr Dunlop against the possibility of a loan accumulating beyond the ordinary result of one or two exchanges. In fact, however, he was very safe with the petitioners, who had expressly warned Mr Dunlop, that the account was always to be kept down to the rate of an advance not exceeding a sum corresponding nearly to the amount of the current differences under the former arrangement; and accordingly the ultimate balance still did not exceed it; notwithstanding, it may be supposed, that Mr Dunlop, under the pressure of impending bankruptcy, had recourse to every effort for at least a temporary relief.

What, therefore, your Lordships are to have in mind, is, that
the

the new arrangement was a fair and equitable measure, such as the defenders ought in justice to have agreed to, and against which, in point of expedience, there was no reasonable objection: which, besides, the petitioners had every reason to believe, and legal ground for believing, had been approved of in the defenders consultations; and which, in fine, though not removing, with respect to the defenders, an immediate wrong, as it did with respect to the petitioners, was nevertheless attended with obvious advantages to them, that ought to have rendered it even more desirable than the old arrangement, which, by carrying much of their paper to Edinburgh, had, as Mr Gammill alledged, proved troublesome to all parties; but was at any rate certainly more desirable than to have left the petitioners to the measures which it was certain they would have recourse to, if satisfaction was denied them.

After this full narrative, it will be sufficient to mention very shortly the subsequent procedure.

The defenders having, upon Mr Dunlop's failure, resisted the demand made upon them, on pretence that the arrangement was not a company-transaction, at least not within Mr Dunlop's functions, and not duly notified to them, the present action was brought at the instance of the petitioners; concluding, That ' the saids
' James Dunlop, Andrew Houston, James Gammill, and James
' Macdowall, defenders, both as individuals, and as partners of the
' foresaid company of Dunlop, Houston, Gammill, and Company,
' ought and should be decerned and ordained, by decret and sentence of the Lords of our Council and Session, conjunctly and
' severally, to make payment to the pursuers, as cashiers foresaid,
' of the foresaid sum of L. 9100, 4 s. Sterling, and of the foresaid
' sum of L. 82 : 2 : 11 of interest due thereon as upon the 25th
' March last, conform to the foresaid account; together with the
' interest of the said sum of L. 9100, 4 s. Sterling, from and since
' the foresaid 25th March last, and in time coming during the
' not-payment.'

The cause came before Lord Henderland; and a variety of procedure ensued, with a view to prepare matters for the judgement of your Lordships; and, in particular, the correspondence between the petitioners at Edinburgh and Glasgow was called for; and they communicated authentic copies of every thing extant relative to the matter at issue. Reflections having been thrown out, however, as if there had been something improper in Mr Scott-Moncrieff's

Moncrieff's having destroyed the notes or memorandums which he received from Mr Simpson in answer to his communications, it is thought necessary to state to your Lordships, That these communications on both sides were never meant for any other eye than the person to whom they were sent, except Mr Ramsay, and the other directors at Edinburgh, and Mr Dale at Glasgow: That they were most strictly confidential, containing anecdotes and opinions with respect to the situation and conduct of individuals with whom the Banks had transactions, and other matters of a like delicate nature, and most unfit therefore to be divulged: That, therefore, if any impropriety was committed, it was by Mr Simpson, in not destroying them, not in Mr Scott Moncrieff, in carefully doing so: That the petitioners are willing and desirous that any of your Lordships number that you would appoint, or any of your principal clerks, should inspect the communications of this nature from Mr Scott during the period in question still remaining in the hands of Mr Simpson; and that they should report to your Lordships, whether or not this is a fair account of the nature and import of them.

Nov. 14. 1794,
Signed 20.

Memorials and additional memorials having afterwards been given in to the Lord Ordinary, his Lordship took the cause to report; but, unfortunately for the parties, when the cause came to be advised, the Court was deprived, not only of the assistance of the Lord Ordinary, always of so much consequence in a complicated case of fact and law, but also of that of the heads of the Court, all having declined themselves, on account of some feelings of delicacy, as having some remote connection with one side or other of the cause. In these circumstances your Lordships pronounced the following interlocutor: ' Upon report of Lord Craig, ' and having advised the mutual informations for the parties, ' with minutes of debate; the Lords sustain the defence, assoilzie ' the defenders as a company, and decern; but remit to the Lord ' Ordinary, to hear parties, how far any of the partners of the ' Company are liable as individuals; and to do as he shall see ' cause.'

In reconsidering this interlocutor, it will be remarked in the outset, that the judgement seems to rest upon a supposed defect in Mr Dunlop's powers, and not upon a want of notification to Mr Gammill, who, from the latter part of the interlocutor, it was suspected had given such sanction to Mr Dunlop's proceedings, as might subject him as an individual to the petitioners.

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At the same time, in the whole of the pleadings of the defenders, it has on no occasion been maintained, that it would not have been sufficient to sanction the arrangement in question, if notification of it had been made to Mr Gammill. And, in fact, Mr Gammill being the acting partner at Greenock, the chief establishment of the defenders house, it is humbly thought it would be sacrificing substance to form, were it to be held, that notification to him was not as good as notification to his principal servant, the cashier at Greenock.

Besides, none of the other partners, except Mr Dunlop himself, are alledged to have taken any share in managing or conducting the business. It is hoped, therefore, your Lordships will be of opinion, that if the petitioners were intitled legitimately to rely on information having been made to Mr Gammill, and that the arrangement was carried on with his approbation, it will follow of course that the defenders are bound by it.

And as to this point, your Lordships have the written evidence of Mr Scott-Moncrieff, reporting a conversation at the instant to his confidential friend; where he mentions his conjectures what modification would be proposed by Mr Dunlop, after he had consulted with Mr Gammill; and then you have the evidence offered of a most unexceptionable witness, who recollects having been present when Mr Scott started his project to Mr Dunlop in the coffeehouse, and who, it is informed, has a recollection of Mr Dunlop's having asked time for the express purpose of consulting Mr Gammill; a fact, by the bye, which, however it turns out upon a proof, can hardly fail to convince your Lordships, that Mr Scott had not an idea of concealing the business from the defenders, or from any person, since he attacked Mr Dunlop openly in the presence of Mr Hopkirk, on the injustice his constituents suffered, and suggested freely the remedies which occurred to his own mind; the circumstance of a stranger being present, appearing to him of so little consequence, as not to strike him at the time, so as to be remembered afterwards. To all this must be added the fact, which has been completely proved in the narrative, that with the participation of Mr Gammill, Mr Dunlop had solemnly assured the petitioner, that he took no step in the defenders business without advising with Mr Gammill. And in fine, your Lordships actually find, that Mr Gammill did get information from Mr Dunlop, that a new arrangement had been adopted, in order to obviate the petitioners

Letter of 27th
December.

complaints; and that this accommodation took place in 'the management of the exchanges, which had been left entirely to Mr 'Dunlop,' Mr Dunlop having offered to Mr Scott to do what he could 'as agent,' to satisfy him. It was therefore in his functions as agent, that the accommodation had been afforded by Mr Dunlop; and this was notified to Mr Gammill; and he, without more ado, signifies, in answer, his approbation to Mr Dunlop.

Such are the facts, exclusive of still stronger presumptions, with respect to the notification, and the petitioners reasons for believing in it, or that Mr Gammill had been consulted; and after all, there is the legal ground for relying on an agent and partner, being the proper channel of communication with respect to any arrangement in a matter, which, as he writes Mr Gammill, had been entirely committed to him; and which the petitioners had real evidence had been committed to him with a witness; since, during a course of eight years, he had settled the difference of exchanges, by draughts on his own private correspondents at Edinburgh: a mode of settlement which implied most exuberant trust indeed, since it was so long persisted in, although Mr Gammill assured, and the petitioners had no reason to doubt, that Mr Dunlop was always possessed of plenty of the defenders funds to have made ready-money payments.

But if the mode of settling the differences was absolutely confided to Mr Dunlop, and the defenders authorised him to make what he could of the funds in his hands in reward for his services, while they knew that the consequence was, to obtain from the petitioners a perpetual loan to him of from 5 to L. 7000, or better, per annum, without interest, a loan, however, for which they the defenders were answerable; it is submitted, whether a person evidently invested with so great a power, was not legally the proper channel of intercourse between the petitioners, to whom he had been delegated by the defenders, especially in a business relating to these exchanges, the management of which had been so entirely entrusted to him.

But farther, the arrangement 1789, admitted to be binding on the defenders, had actually been accomplished through this very channel of intercourse; and was finally adopted by means of an intimation given verbally on purpose by Mr Dunlop singly; whereas in 1793, the arrangement was accomplished in a formal manner, and after most deliberate consideration, and time taken for the express purpose of consulting the acting manager at Greenock.

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The petitioners are, with great deference, advised, that if these circumstances, aided as they are with every circumstance and presumption in the case, are not held sufficient to bind a mercantile Company in transactions with another, a fatal blow will be given to that confidence in fair and honourable dealing, which is perfectly essential to carrying on an extensive commerce with success.

The petitioners flatter themselves they need not detain your Lordships with making any answers to remarks of the defenders, which the facts and observations in the narrative are sufficient to obviate; nor do they think it necessary to resume the arguments stated with much ability in their behalf in their information. They have been anxious to state to your Lordships a view of the case, consisting entirely in a fair examination of the fact, which they apprehend, when well understood, does not stand in need of any discussions in point of law. They only wish your Lordships to see Mr Dunlop's situation in its true light, and in that in which it was exhibited to them by the defenders. And they wish your Lordships to judge of their conduct after a knowledge of the circumstances in which they stood, and of occurrences in their dealings with the defenders, by means of Mr Dunlop, as they really happened. In fine, they desire only that your Lordships should understand thoroughly the real nature of that arrangement which is the subject of the present dispute; and they are persuaded, that your Lordships will then see it, as they do, in itself just and reasonable, and even mutually advantageous; not, in fact, perverted to the purposes of a loan to Mr Dunlop, though apparently not scrupulous in the discharge of the functions committed to him by the defenders, and naturally less likely to be so than the former arrangement, which, during eight years, had afforded him a constant loan of a very large sum of money; whereas, the new arrangement, had the defenders, or their acting manager at Greenock chosen it, would have become a complete and inoffensive check on Mr Dunlop's operations with the petitioners, by obtaining weekly states of them transmitted to Greenock. But Mr Gammill and the defenders preferred indulging their partner in his established practice of employing their funds in his hands for his own purposes, to the establishment of a controul that might be disagreeable to him; *et hinc illæ lachrymæ.*

The petitioners flatter themselves they need take no notice of the case of Fordyce, founded on by the defenders: for there the
decision

decision went upon the footing of gross negligence, the negligence of taking a mere cautionary obligation under the firm of a company, executed by a partner interested as an individual in the transaction guaranteed. The petitioners are not conscious of the smallest negligence in the course which they followed: The transaction here was not a cautionary obligation for behoof of an individual, but a transaction for behoof of the Company by one of their partners, and that in a matter which fell within the functions committed to him, and which he accordingly signified to them at the very time that the transaction took place. The gross negligence was not with the petitioners, but with the defenders, whose establishment at Greenock had sufficient intimation to lay the risk of the consequences upon them, if they did not inquire and repudiate.

It is, at any rate, humbly hoped your Lordships will think it proper, that this cause should be fully prepared, by ascertaining every fact that either party thinks material; and that you will accordingly order the inspection above suggested, and the examination of the petitioners clerks with regard to the fidelity of their jottings, and Mr Hopkirk and Mr Auld as to the facts above mentioned.

May it therefore please your Lordships, to alter the interlocutor under review, and decern in terms of the petitioners libel; at least appoint an inspection, in the manner above suggested, of Mr Scott-Moncrieff's private letters to Mr Simpson, from the month of December 1792 to March 1793 inclusive, and allow the petitioners to examine, upon oath, the clerks at the office of the Royal Bank, Glasgow, with respect to the conduct of the Bank respecting the entries in the account libelled; and Mr Hopkirk and Mr Auld, with respect to the circumstances falling within their knowledge relative to the accuracy of Mr Dunlop's advices to Greenock, of the amount of the exchanges, and of the import of Mr Scott and Mr Dunlop's conversation at the Tontine Coffeehouse, when the new arrangement was proposed.

According to justice, &c.

ALLAN MACONCHIE.

AP-

A P P E N D I X

N^o I.

NOTE of DIFFERENCES upon EXCHANGES at Glasgow, between
the ROYAL BANK and GREENOCK BANKING COMPANY, for
December 1792, as instructed by Mr DUNLOP's Bills on SIR WIL-
LIAM FORBES and COMPANY.

	L.	s.	d.
1792, Dec. 1.	1594	6	0
5.	3533	0	0
8.	2086	0	0
12.	3134	0	0
15.	3341	0	0
19.	3970	0	0
22.	4345	2	0
26.	4856	0	0
29.	4807	8	0
1793. Jan. 2.	3674	0	0

N^o II.

N^o II.

STATE, *shewing the BALANCES against the GREENOCK BANKING COMPANY, at the different periods of Exchange during the currency of the Account pursued on.*

		L.	s.	d.			L.	s.	d.
Jan. 1.	To	2226	19	0	Brought up,		6126	2	0
4.	To	1839	0	0	By		730	0	0
	By	4065	19	0	Jan. 15.	To	5396	2	0
		2010	0	0			2293	2	0
5.	To	2055	19	0		By	7689	4	0
		1405	0	0			2400	0	0
7.	By	3460	19	0	17.	To	5289	4	0
		500	0	0			1483	0	0
8.	To	2960	19	0		By	6772	4	0
		2205	3	0			805	0	0
	By	5166	2	0	19.	To	5967	4	0
		1800	0	0			2977	0	0
10.	To	3366	2	0	21.	By	8944	4	0
		1700	0	0			2500	0	0
	By	5066	2	0	22.	To	6444	4	0
		515	0	0			2333	1	0
11.	By	4551	2	0		By	8777	5	0
		800	0	0			2200	0	0
12.	To	3751	2	0	24.	To	6577	5	0
		2375	0	0			2260	0	0
Carried up,		6126	2	0	Carried over,		8837	5	0

		L.	s.	d.			L.	s.	d.
Brought over,		8837	5	0	Brought up,		8637	19	0
By		500	0	0	Feb. 7. To		714	0	0
Jan. 25. By		8337	5	0	9. By		9351	19	0
		1500	0	0			1094	17	7
26. To		6837	5	0	11. By		8257	1	5
		1815	0	0			1000	0	0
28. By		8652	5	0	12. To		7257	1	5
		800	0	0			2453	11	0
29. To		7852	5	0	By		9710	12	5
		1859	19	0			1385	0	0
By		9712	4	0	13. By		8325	12	5
		3000	0	0			455	0	0
30. To		6712	4	0	14. To		7870	12	5
		1726	0	0			895	0	0
By		8438	4	0	15. By		8765	12	5
		700	0	0			1500	0	0
31. By		7738	4	0	16. To		7265	12	5
		700	0	0			1214	0	0
Feb. 2. To		7038	4	0	To		8479	12	5
		2677	0	0	18. By		1550	0	0
4. By		9715	4	0	19. To		6929	12	5
		2000	0	0			1887	17	7
5. To		7715	4	0	By		8817	10	0
		3422	15	0			2000	0	0
By		11137	19	0	20. By		6817	10	0
		2500	0	0			520	0	0
Carried up,		8637	19	0	Carried forward,		6297	10	0

		L.	s.	d.			L.	s.	d.	
Brought forward,		6297	10	0		Brought up,	8418	14	0	
Feb. 21.	To	2633	0	0		March 6.	By	830	0	0
		8930	10	0			7588	14	0	
22.	By	545	0	0		7.	To	1409	0	0
		8385	10	0			8997	14	0	
23.	By	650	0	0		8.	By	650	0	0
		7735	10	0			8347	14	0	
25.	By	1000	0	0		9.	By	540	0	0
		6735	10	0			7807	14	0	
26.	To	2853	8	0		11.	By	950	0	0
		9588	18	0			6857	14	0	
	By	1580	0	0		12.	To	1422	13	0
		8008	18	0			8280	7	0	
27.	By	700	0	0			By	600	0	0
		7308	18	0			7680	7	0	
29.	To	2530	0	0		13.	By	1000	0	0
		9838	18	0			6680	7	0	
March 1.	By	505	0	0		14.	To	2570	0	0
		9333	18	0			9250	7	0	
2.	By	1100	0	0		18.	By	1120	0	0
		8233	18	0			8130	7	0	
4.	By	1285	0	0		19.	To	2184	17	0
		6948	18	0			10315	4	0	
5.	To	3609	16	0			By	1215	0	0
		10558	14	0			9100	4	0	
	By	2140	0	0						
	Carried up,	8418	14	0						